

A. G. Contract No. KR920630TRN
ECS File: JPA 91-79
Project: F-022-4-533/H 2910 01C
Section: US-70 Safford

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SAFFORD

THIS AGREEMENT is entered into 23 April, 1992,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF SAFFORD, acting by and through its CITY COUNCIL (the
"City").

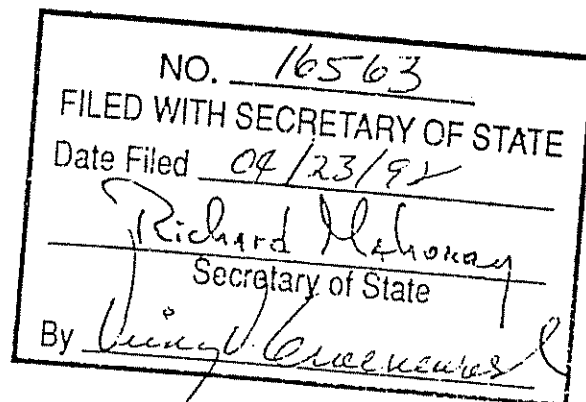
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the City.

3. Incident to a future roadway improvement project to
US-70 contemplated by the State within the limits of the City,
it is necessary to relocate certain conflicting utilities,
including but not limited to overhead power lines, natural gas
lines, water lines and street lighting, hereinafter referred to
as the Project, for the safety and benefit of the motoring
public.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE OF WORK

1. The City will:

a. Provide design plans, specifications and such other documents necessary to accomplish the Project. Incorporate the State's review comments as appropriate.

b. By contract, or with its own forces, accomplish the Project prior to September 1992. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the City.

c. Invoice the State in the amount of \$35,000.00 as reimbursement for salvageable parts of the street lighting system to be reused on the State's improvement project.

d. Upon completion of the State's US-70 highway improvement project, provide maintenance to the sidewalks within or outside the State's right-of-way, provide maintenance and power to the street lighting system, and maintain the traffic signals in accordance with the existing traffic signal maintenance agreement, a copy of which is attached hereto as Exhibit A and made a part hereof.

2. The State will:

a. Review design documents and provide comments. Issue the City any required permits for the Project.

b. Pay the City \$35,000.00 for salvaged street lighting system parts, within thirty (30) days after receipt and approval of an invoice.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of performance under this agreement, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E Room 222E
Phoenix, AZ 85007

City of Safford
City Manager
717 Main Street
Safford, AZ 85546

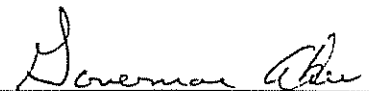
7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

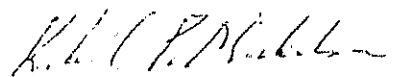
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF SAFFORD

STATE OF ARIZONA

Department of Transportation

By 
GOVERNOR AKER
Mayor

By 
ROBERT P. MICKELSON
Deputy State Engineer

ATTEST:

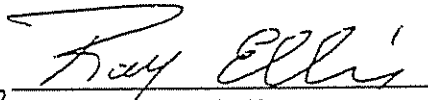
By _____
PAT SAVAGE
City Clerk

3825j
27MAR

RESOLUTION

BE IT RESOLVED on this 27th day of June 1991, that I, JAMES S. CREEDON, as Acting Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with City of Safford for the purpose of defining responsibilities for the relocation of street lights and utilities in conflict with a US-70 roadway improvement project.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.


For JAMES S. CREEDON,
Acting Director
Arizona Department of
Transportation

RESOLUTION NO. 959

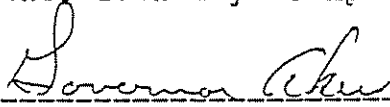
RESOLUTION AUTHORIZING THE MAYOR TO SIGN
AN INTERGOVERNMENTAL AGREEMENT WITH THE
STATE OF ARIZONA FOR U.S. HIGHWAY 70
IMPROVEMENT PROJECT No. F-022-4-533/H
2910 01C.

WHEREAS, the State of Arizona and the City of Safford have negotiated an agreement for the City and the State to share in the construction and construction engineering costs of the U.S. Highway 70 Improvement Project; and

WHEREAS, the City Council desires to enter into the agreement, provide the costs and receive the funds.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF SAFFORD that the Mayor is authorized to execute that certain agreement between the State of Arizona acting through its Department of Transportation.

PASSED AND ADOPTED by the Mayor and Common Council of the City of Safford, Arizona, this 13th day of April 1992.




Mayor Governor Aker

ATTEST:

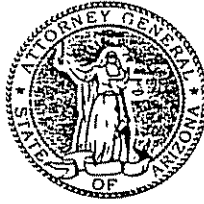


City Clerk Pat Savage

APPROVED AS TO FORM:



City Attorney Irval L. Mortensen



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON. PHOENIX 85007

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

April 20, 1992

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR92-0630-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 20th day of April, 1992.

GRANT WOODS
Attorney General

A handwritten signature in cursive script, reading "James R. Redpath", written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:ls
7333G/49

JPA 91-79

APPROVAL OF THE SAFFORD CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF SAFFORD and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this _____ day of _____, 1992.

A handwritten signature in dark ink, appearing to read 'Ival Mortensen', is written over a horizontal line.

Ival Mortensen, City Attorney

1979j

MAINTENANCE
INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA

AND
THE CITY OF SAFFORD

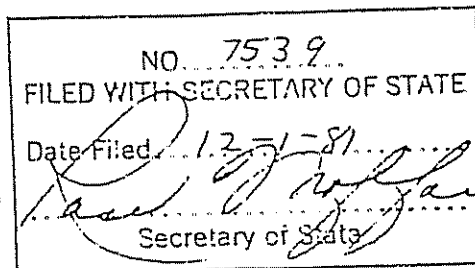
THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the CITY OF SAFFORD, hereinafter called "CITY",

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the CITY is empowered by Arizona Revised Statutes Section 9-672 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY;

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain operations and maintenance activities be provided on the State Highway System in the CITY. This work shall include, but not be limited to the operation and maintenance of traffic signals and/or highway lighting at the following locations:

Exhibit A to JPA 91-79



Sheet 1

US 70 & 20th Avenue
US 70 & 8th Avenue
US 70 & 5th Avenue
US 70 & Jct. US 666 (1st Avenue)

NOW, THEREFORE, in consideration of the mutual covenants herein-
after to be kept by all parties, it is mutually agreed as follows:

1. The CITY shall set aside sufficient funds and be responsible for all electrical energy costs to operate the traffic signals and/or highway lighting.

2. The STATE shall set aside sufficient funds and be responsible for all operations and maintenance except electrical energy cost; the responsibility of the STATE includes monthly telephone charges for traffic signal interconnect circuits when utilized.

3. Any new installation or any betterment shall be based on a traffic engineering study, and the mutual involvements shall be negotiable.

4. All parties are hereby put on notice that this AGREEMENT is subject to cancellation by the Governor pursuant to Arizona Revised Statutes Section 38-511.

5. THIS AGREEMENT shall remain in force and effect until midnight June 30, 1982, and shall thereafter be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.

6. It is understood that this Agreement will cancel and supersede any previous Agreements for installation, maintenance, and betterment of traffic signals and/or highway lighting on those State Highways which traverse within the boundaries of the CITY.

7. It is understood that the list of locations set forth in this Agreement may be added to, or have deletions made, by Letter Addendum Exhibit "C", with all other conditions set forth remaining in effect.

8. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.

9. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.

10. This Agreement shall be filed with the Secretary of State and shall become effective upon such filing.

11. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the CITY is authorized under the law of this STATE to enter into this Agreement and that it is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.


STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

By: 
Chief Deputy State Engineer

ATTEST:

CITY OF SAFFORD


City Clerk, Mildred Russell, CMC

By: 
Title: City Manager

CITY MANAGER'S REPORT:

a. City Manager R. Delbert Self reported that as per Council direction of last meeting he drafted specifications for a police vehicle to be purchased, and he expects bids to be forthcoming.

b. Intergovernmental Agreement with Arizona Department of Transportation for Maintenance of Signalization and Illumination at various locations on Highway 70. Mr. Self presented this Agreement to the Council and reported that the City Attorney had studied it and found it to be in order. The Agreement, dated October 7, 1981, will be in force until June 30, 1982. There was discussion.

Vice Mayor Shedd moved, seconded by Councilman Thompson, to authorize the City Manager to enter into this Agreement with the Arizona Department of Transportation. The vote was unanimous, 7:0.

MOTION ADOPTED.

c. City Manager R.D. Self informed the Council about the Department of Transportation's invitation to cities and towns to request their share of the Local Government Transportation Assistance Fund, which distributes monies received by the Arizona State Lottery. Mr. Self requested the Council to approve drafting of a Resolution to apply for the Local Government Transportation Assistance Funds. This Resolution would then be presented to the Council on November 9, 1981 at the next Council meeting, for approval. These monies will be used for street repair and maintenance.

After discussion, Councilman Ragland moved, seconded by Councilman Shedd, to draft a Resolution in request of the Local Government Transportation Assistance Funds. The vote was unanimous, 7:0.

MOTION ADOPTED.

PAYMENT OF INVOICES:

Invoices were presented to the Council for consideration to be drawn from the following funds:

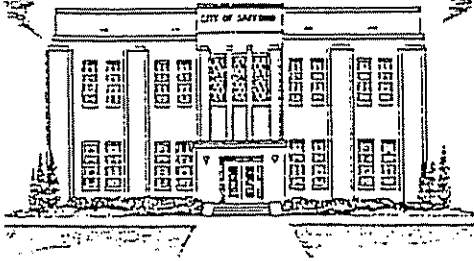
General Fund	\$ 36,059.48
Water Services	66,449.70
Gas Services	39,106.65
Electric Services	26,606.76
Sewer Services	2,839.28
Glenn Meadows Park (A.O.R.C.)	648.15
Mt. Graham Municipal Golf Course	3,518.65
Safford Municipal Airport	41.61
Library Trust	396.09
G.O. Bonds - 1967 Sewer Improvement	550.00
Firemen's Relief-Pension Trust	400.00
Total	\$176,616.37

Councilman Ragland moved, seconded by Councilman Ornelas, to pay the invoices as presented. The vote was unanimous, 7:0.

MOTION ADOPTED.

Mayor Curtis read a letter by Governor Babbitt presenting the City of Safford the 1981 Energy Conscious Community Award of Participation. The community's award will be publicly recognized in a formal award ceremony.

At 9:35 p.m. MST., the meeting was formally recessed by the Mayor until 7 p.m. on Tuesday, October 27, 1981.



THE CITY OF SAFFORD

CITY ATTORNEY'S DETERMINATION

I, Wilford R. Richardson, duly appointed City Attorney for the City of Safford, do hereby certify that the City of Safford is authorized under Section 11-951 and Section 11-954, Arizona Revised Statutes, to enter into an Intergovernmental Agreement with the Arizona Department of Transportation for the maintenance of traffic signals and/or highway lighting to which this Exhibit is appended; and

I further certify that the Agreement is in proper form.

Respectfully submitted,

By 

Wilford R. Richardson
City Attorney



OFFICE OF THE
Attorney General

1801 WEST JEFFERSON STREET
FOURTH FLOOR
PHOENIX, ARIZONA 85007

ROBERT K. CORBIN
ATTORNEY GENERAL

*Doc of 2007 # 72
A.G. # 81-655
Date Filed 12/1/18*

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 81-655, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 19th day of November, 1991.

ROBERT K. CORBIN
Attorney General

James R. Holcomb
Assistant Attorney General
Transportation Division